

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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SEP 8 1993 12:00 PM

INTERSTATE COMMERCE COMMISSION

September 2, 1992

3-251A008

Recordation No. 17982-B and -C

\$32.00 filing fee

Dear Mr. Strickland:

On behalf of Greyhound Financial Corporation, I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of two (2) secondary documents, not previously recorded.

The secondary document to be recorded under Recordation No. 17982-B is entitled First Amendment to Chattel Mortgage and Security Agreement, dated August 31, 1993 and the parties thereto are:

GLNX Corporation
Suite 450
10077 Grogan's Mill Road
The Woodlands, TX 77380

MORTGAGOR

and

Greyhound Financial Corporation
Dial Tower
Dial Corporate Center
Phoenix, Arizona 85077

MORTGAGEE

SEP 8 12 21 PM '93
MOTOR OPERATING UNIT

The aforesaid First Amendment to Chattel Mortgage and Security Agreement adds some one hundred and seventeen (117) units of rolling stock to the subject Chattel Mortgage and Security Agreement under Recordation No. 17982.

The equipment covered by the First Amendment to Chattel Mortgage and Security Agreement is the equipment identified therein as Additional Cars.

A short summary of the First Amendment to Chattel Mortgage and Security Agreement is as follows:

"Adds 117 units subject to Chattel Mortgage and Security Agreement"

Countersigned by G. H. Harnan

DONELAN, CLEARY, WOOD & MASER, P. C.

The secondary document to be recorded under Recordation No. 17982-C is entitled First Amendment to Assignment of Leases, dated August 31, 1993 and the parties thereto are:

GLNX Corporation
Suite 450
10077 Grogan's Mill Road
The Woodlands, TX 77380

ASSIGNOR

and

Greyhound Financial Corporation
Dial Tower
Dial Corporate Center
Phoenix, Arizona 85077

ASSIGNEE

The aforesaid First Amendment to Assignment of Leases adds some one hundred and seventeen (117) units of rolling stock to the subject Assignment of Leases under Recordation No. 17982-A.

The equipment covered by the First Amendment to Assignment of Leases is the equipment identified therein as Additional Cars.

A short summary of the First Amendment to Assignment of Leases is as follows:

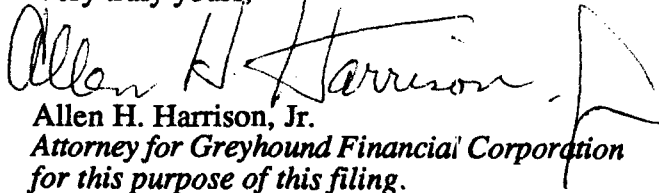
"Adds 117 units subject to Assignment of Leases"

In accordance with the regulations, I request the name of the Assignee, Greyhound Financial Corporation, be entered in the assignee side of the ICC Index ("white pages") with the following notation: "See Recordation No. 17892-C."

Enclosed is a check in the amount of thirty two dollars (\$32.00) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for Greyhound Financial Corporation
for this purpose of this filing.

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures
BY HAND
8346-020

17982-C

SEP 8 1993 -12 30 PM

FIRST AMENDMENT TO ASSIGNMENT OF LEASES

INTERSTATE COMMERCE COMMISSION

This FIRST AMENDMENT TO ASSIGNMENT OF LEASES ("First Amendment") dated August 31, 1993, is made and entered into by GLNX CORPORATION, a Texas corporation, with an address at 10077 Grogan's Mill Road, Suite 450, The Woodlands, Texas, 77380 ("Assignor") and GREYHOUND FINANCIAL CORPORATION, a Delaware corporation, with its principal office at Dial Tower, Dial Corporate Center, Phoenix, Arizona, 85077 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into an Assignment of Leases dated October 21, 1992, pursuant to which Assignor granted to Assignee a lien on and a security interest in and collaterally assigned to Assignee certain railcar leases, the payments due thereunder, and other items of collateral more fully set forth therein (the "Assignment"); and

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission on October 23, 1992 at 10:35 a.m. and assigned Recordation Number 17982-A; and

WHEREAS, in consideration for the making by Assignee of a further advance of loan proceeds, the proceeds of which will be used to acquire those railcars annexed hereto as Exhibit A and made a part hereof (the "Additional Cars"), Assignor and Assignee have agreed to amend the Assignment in certain respects.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agreed as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to such terms as set forth in the Assignment.

2. **Amendments.** Schedule 1 to Exhibit A of the Assignment is hereby amended by adding the Additional Cars as a part thereof. Exhibit B of the Assignment is hereby amended by adding as a part thereof those lease agreements set forth in the attached Exhibit B (the "Additional Leases"). The definition of Leases as set forth in the Assignment is hereby amended to include the Additional Leases within such definition.

3. **Reaffirmation of Security Interest.** Assignor hereby reaffirms the validity, enforceability, existence, grant and creation of the security interests,

grants, transfers and assignments granted and made to Lender in and pursuant to the Assignment.

4. **Confirmation of Representations, Warranties and Agreements.** Assignor hereby reaffirms, as if made on the date hereof, all of Assignor's representations and warranties contained in the Assignment. Assignor further reaffirms the validity, enforceability and legality of the Assignment and all provisions of the Assignment, as modified, are hereby confirmed and ratified. In the event of a conflict or inconsistency between the provisions of the Assignment and this First Amendment, this First Amendment shall prevail.

5. **Continuation of Provisions.** All terms, conditions and provisions of the Assignment are continued in full force and effect and shall remain unaffected and unchanged except as specifically amended or modified hereby.

6. **Counterparts and Captions.** This First Amendment may be executed in any number of separate counterparts, all of which, when taken together shall constitute one and the same instrument, notwithstanding the fact that all parties have not signed the same counterpart. The paragraph titles set forth in this First Amendment are inserted for convenience only and shall not be used to construe or interpret this First Amendment.

IN WITNESS WHEREOF the parties executed this First Amendment as of the date first written above.

GREYHOUND FINANCIAL
CORPORATION, a Delaware corporation

By: 

Its: SR.V-P MKT

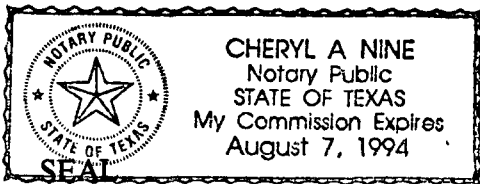
GLNX CORPORATION,
a Texas corporation

By: 

Its: PRESIDENT

State of TEXAS)
) ss:
County of Montgomery)

On this 2nd day of September, 1993, before me personally appeared J.C. Graves, to me personally known, who being by me duly sworn, says that he/she is the President of GLNX Corporation, a Texas corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Cheryl A. Nine
Signature of Notary Public

My Commission Expires:

8/7/94

State of ARIZONA)
) ss:
County of MARICOPA)

On this 3rd day of September, 1993, before me personally appeared Martin G. Roth, to me personally known, who being by me duly sworn, says that he/she is the Senior Vice President of Greyhound Financial Corporation, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William Mc Namara
Signature of Notary Public

SEAL

My Commission Expires:

APRIL 30, 1997

EXHIBIT A

<u>Reporting Marks</u>	<u>Date Built</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 405	Nov-79	LO - 4700	100T 4700CF HOPPER
GLNX 406	Jan-79	LO - 4700	100T 4700CF HOPPER
GLNX 407	Nov-79	LO - 4700	100T 4700CF HOPPER
GLNX 408	Nov-79	LO - 4700	100T 4700CF HOPPER
GLNX 23118	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23119	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23120	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23121	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23122	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23123	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23124	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23125	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23126	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23127	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23128	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23129	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23130	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23131	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23132	Dec-79	111A100W3	23.5M EC4FI GP TANK

<u>Reporting Marks</u>	<u>Date Built</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 23133	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23134	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23135	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23136	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23137	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23138	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23139	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23142	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23143	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23144	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23145	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23146	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23147	Jan-80	111A100W3	23.5M EC4FI GP TANK
GLNX 23148	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 23149	Dec-79	111A100W3	23.5M EC4FI GP TANK
GLNX 34117	Jan-80	105J300W	34M GAL PRESSURE
GLNX 34118	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34119	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34120	Jan-80	105J300W	34M GAL PRESSURE

<u>Reporting Marks</u>	<u>Date Built</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 34121	Feb-80	105J300W	34M GAL PRESSURE
GLNX 34122	Jan-80	105J300W	34M GAL PRESSURE
GLNX 34123	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34124	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34125	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34126	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34127	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34128	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34129	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34130	Jan-80	105J300W	34M GAL PRESSURE
GLNX 34131	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34132	Dec-79	105J300W	34M GAL PRESSURE
GLNX 34133	Jan-80	105J300W	34M GAL PRESSURE

<u>Reporting Marks</u>	<u>Date of Manufacture</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 23102	12/79	111A100W3	23.5M EC4FI GP TANK
GLNX 23103	01/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23104	02/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23105	01/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23106	12/79	111A100W3	23.5M EC4FI GP TANK
GLNX 23107	12/79	111A100W3	23.5M EC4FI GP TANK
GLNX 23108	12/79	111A100W3	23.5M EC4FI GP TANK
GLNX 23109	12/79	111A100W3	23.5M EC4FI GP TANK
GLNX 23110	12/79	111A100W3	23.5M EC4FI GP TANK
GLNX 23111	02/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23112	02/80	111A100W3	23.5M EC4FI GP TANK
GLNX 34154	01/80	105J300W	34M GAL PRESSURE

<u>Reporting Marks</u>	<u>Date of Manufacture</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 23199	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23206	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23207	01/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23210	01/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23211	05/80	111A100W3	23.5M EC4FI GP TANK

GLNX	23212	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23218	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23219	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23220	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23224	05/80	111A100W3	23.5M EC4FI GP TANK

<u>Reporting Marks</u>	<u>Date of Manufacture</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 415	12/79	LO - 4700	100T 4700CF HOPPER
GLNX 416	12/79	LO - 4700	100T 4700CF HOPPER
GLNX 417	12/79	LO - 4700	100T 4700CF HOPPER
GLNX 418	12/79	LO - 4700	100T 4700CF HOPPER
GLNX 419	12/79	LO - 4700	100T 4700CF HOPPER
GLNX 23113	02/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23114	12/79	111A100W3	23.5M EC4FI GP TANK
GLNX 23184	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23185	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23187	04/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23188	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23189	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23190	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23191	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX 23192	05/80	111A100W3	23.5M EC4FI GP TANK

GLNX	23193	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23195	06/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23196	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23197	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23209	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23215	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23216	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23217	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23221	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23232	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23236	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23238	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23239	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23241	06/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23242	06/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23245	06/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23246	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23247	05/80	111A100W3	23.5M EC4FI GP TANK
GLNX	23248	06/80	111A100W3	23.5M EC4FI GP TANK
GLNX	34144	01/80	105J300W	34M GAL PRESSURE (HEAD BLOCK)
GLNX	34145	01/80	105J300W	34M GAL PRESSURE (HEAD BLOCK)
GLNX	34146	02/80	105J300W	34M GAL PRESSURE
GLNX	34147	01/80	105J300W	34M GAL PRESSURE
GLNX	34148	01/80	105J300W	34M GAL PRESSURE

GLNX 34149	01/80	105J300W	34M GAL PRESSURE
GLNX 34150	01/80	105J300W	34M GAL PRESSURE
GLNX 34151	02/80	105J300W	34M GAL PRESSURE
GLNX 34152	02/80	105J300W	34M GAL PRESSURE (HEAD BLOCK)
GLNX 34153	02/80	105J300W	34M GAL PRESSURE (HEAD BLOCK)

EXHIBIT B

ADDITIONAL LEASES

EXHIBIT B

CAR INIT	CAR NUMBER	DATE BUILT	LEAS S.E.E.	NAME	LEASE NO	LEASE NO	RID NO	TOT CAR INIT AND NO.	MO RENTAL	LEAS TERM MO.	EXPIR DATE	FI RE OF
✓	GLNX	23224	05.80	AKZO COATINGS INC. /A-E JOINT	625	625	2	GLNX-23224	\$550.00	036	08.31.94	
	GLNX	23244	05.80	AKZO COATINGS INC. /A-E JOINT	625	625	2	GLNX-23244	\$550.00	036	08.31.94	
				***			2		\$1,100.00			
				***			2		\$1,100.00			
✓	GLNX	34123	12.79	AMERICAS INTERNATIONAL	435	435	12	GLNX-34123	\$650.00	060	10.31.97	
				***			1		\$650.00			
				***			1		\$650.00			
✓	GLNX	34118	12.79	BAYWAY REFINING COMPANY	260	260	2	GLNX-34118	\$700.00	012	03.31.94	
✓	GLNX	34121	02.80	BAYWAY REFINING COMPANY	260	260	2	GLNX-34121	\$700.00	012	03.31.94	
✓	GLNX	34125	12.79	BAYWAY REFINING COMPANY	260	260	2	GLNX-34125	\$700.00	012	03.31.94	
✓	GLNX	34146	02.80	BAYWAY REFINING COMPANY	260	260	2	GLNX-34146	\$700.00	012	03.31.94	
✓	GLNX	34147	01.80	BAYWAY REFINING COMPANY	260	260	2	GLNX-34147	\$700.00	012	03.31.94	
✓	GLNX	34150	01.80	BAYWAY REFINING COMPANY	260	260	2	GLNX-34150	\$700.00	012	03.31.94	
				***			6		\$4,200.00			
				***			6		\$4,200.00			
✓	GLNX	23241	06.80	CANADA WAX & COATINGS LTD.	846	846	3	GLNX-23241	\$525.00	012	05.31.94	
				***			1		\$525.00			
				***			1		\$525.00			
✓	GLNX	23145	12.79	CHEMTECH INTL.	355	355	3	GLNX-23145	\$575.00	060	10.31.97	
				***			1		\$575.00			
				***			1		\$575.00			
✓	GLNX	34130	01.80	COASTAL REFINING	096	096	30	GLNX-34130	\$700.00	060	10.31.95	
✓	GLNX	34132	12.79	COASTAL REFINING	096	096	30	GLNX-34132	\$700.00	060	10.31.95	
✓	GLNX	34144	01.80	COASTAL REFINING	096	096	30	GLNX-34144	\$700.00	060	10.31.95	
✓	GLNX	34148	01.80	COASTAL REFINING	096	096	30	GLNX-34148	\$700.00	060	10.31.95	
				***			4		\$2,800.00			
				***			4		\$2,800.00			
✓	GLNX	23127	01.80	DELTECH INC.	507	507	3	GLNX-23127	\$520.00	060	07.31.95	
✓	GLNX	23132	12.79	DELTECH INC.	507	507	3	GLNX-23132	\$520.00	060	07.31.95	
✓	GLNX	23142	01.80	DELTECH INC.	507	507	3	GLNX-23142	\$520.00	060	07.31.95	
✓	GLNX	23212	05.80	DELTECH INC.	507	507	3	GLNX-23212	\$520.00	060	07.31.95	
✓	GLNX	23220	05.80	DELTECH INC.	507	507	3	GLNX-23220	\$520.00	060	07.31.95	
				***			5		\$2,600.00			

EXHIBIT B

CAR INIT NUMBER	CAR BUILT	DATE	LESSOR NAME	LEASE NO	LEASE NO	RID NO	TOT AND NO	CAR INIT AND NO	MO RENTAL	LEAS. TERM MOS.	EXPIR. DATE	F R E
***										\$2,600.00		
GLNX	34120	01.80	ENRON GAS LIQUIDS INC.	637	637	1		GLNX-34120	\$700.00	036	08.22.93	
GLNX	34120	12.79	ENRON GAS LIQUIDS INC.	637	637	1		GLNX-34120	\$700.00	036	08.22.93	
GLNX	34129	12.79	ENRON GAS LIQUIDS INC.	637	637	1		GLNX-34129	\$700.00	036	08.22.93	
***										\$2,100.00		
***										\$2,100.00		
GLNX	23106	12.79	EXXON CHEMICAL	950	950	142	✓	GLNX-23106	\$585.00	036	12.31.93	
GLNX	23119	12.79	EXXON CHEMICAL	950	950	147	✓	GLNX-23119	\$525.00	036	10.31.94	
GLNX	23121	12.79	EXXON CHEMICAL	950	950	143		GLNX-23121	\$525.00	036	10.31.93	
GLNX	23122	01.80	EXXON CHEMICAL	950	950	143		GLNX-23122	\$525.00	036	10.31.93	
GLNX	23123	12.79	EXXON CHEMICAL	950	950	143		GLNX-23123	\$525.00	036	10.31.93	
GLNX	23124	12.79	EXXON CHEMICAL	950	950	143		GLNX-23124	\$525.00	036	10.31.93	
GLNX	23125	12.79	EXXON CHEMICAL	950	950	143		GLNX-23125	\$525.00	036	10.31.93	
GLNX	23128	01.80	EXXON CHEMICAL	950	950	143		GLNX-23128	\$525.00	036	10.31.93	
GLNX	23131	12.79	EXXON CHEMICAL	950	950	143		GLNX-23131	\$525.00	036	10.31.93	
GLNX	23133	12.79	EXXON CHEMICAL	950	950	143		GLNX-23133	\$525.00	036	10.31.93	
GLNX	23134	12.79	EXXON CHEMICAL	950	950	154	✓	GLNX-23134	\$555.00	012	01.31.94	
GLNX	23137	12.79	EXXON CHEMICAL	950	950	143		GLNX-23137	\$525.00	036	10.31.93	
GLNX	23143	01.80	EXXON CHEMICAL	950	950	143		GLNX-23143	\$525.00	036	10.31.93	
GLNX	23147	01.80	EXXON CHEMICAL	950	950	155		GLNX-23147	\$525.00	036	10.31.93	
GLNX	23165	05.80	EXXON CHEMICAL	950	950	147		GLNX-23165	\$525.00	036	10.31.94	
GLNX	23188	05.80	EXXON CHEMICAL	950	950	142		GLNX-23188	\$585.00	036	12.31.93	
GLNX	23189	05.80	EXXON CHEMICAL	950	950	155		GLNX-23189	\$525.00	036	10.31.93	
GLNX	23193	05.80	EXXON CHEMICAL	950	950	143		GLNX-23193	\$525.00	036	10.31.93	
GLNX	23196	05.80	EXXON CHEMICAL	950	950	154		GLNX-23196	\$555.00	012	01.31.94	
GLNX	23206	05.80	EXXON CHEMICAL	950	950	147		GLNX-23206	\$525.00	036	10.31.94	
GLNX	23209	05.80	EXXON CHEMICAL	950	950	154		GLNX-23209	\$555.00	012	01.31.94	
GLNX	34122	01.80	EXXON CHEMICAL	950	950	148		GLNX-34122	\$675.00	036	10.31.94	
GLNX	34124	12.79	EXXON CHEMICAL	950	950	148		GLNX-34124	\$675.00	036	10.31.94	
GLNX	34127	12.79	EXXON CHEMICAL	950	950	148		GLNX-34127	\$675.00	036	10.31.94	
GLNX	34145	01.80	EXXON CHEMICAL	950	950	135		GLNX-34145	\$650.00	037	10.31.92	
A												
GLNX	34149	01.80	EXXON CHEMICAL	950	950	148		GLNX-34149	\$675.00	036	10.31.94	
GLNX	34152	02.80	EXXON CHEMICAL	950	950	135		GLNX-34152	\$650.00	037	10.31.92	
A												
***										\$15,235.00		
***										\$15,235.00		
GLNX	23118	12.79	EXXON CHEMICAL AMERICAS	950	950	153	✓	GLNX-23118	\$550.00	036	10.31.95	
GLNX	23130	12.79	EXXON CHEMICAL AMERICAS	950	950	134		GLNX-23130	\$555.00	036	10.31.95	
D												
GLNX	23139	01.80	EXXON CHEMICAL AMERICAS	950	950	134		GLNX-23139	\$555.00	036	10.31.95	
D												
GLNX	23144	12.79	EXXON CHEMICAL AMERICAS	950	950	134		GLNX-23144	\$555.00	036	10.31.95	
D												

EXHIBIT B

CAR INIT	CAR NUMBER	DATE BUILT	LEASE NO	LEASE NO	RID NO	TOT AND NO	CAR INIT AND NO	NO RENTAL	LEAS TERM MO.	EXPIR DATE	FIR REL OPT
GLNX	23146	12.79	EXXON CHEMICAL AMERICAS	950	950	134	GLNX-23146	\$555.00	036	10.31.95	
GLNX	23190	05.80	EXXON CHEMICAL AMERICAS	950	950	153	GLNX-23190	\$550.00	036	10.31.95	
GLNX	23191	05.80	EXXON CHEMICAL AMERICAS	950	950	153	GLNX-23191	\$550.00	036	10.31.95	
GLNX	23192	05.80	EXXON CHEMICAL AMERICAS	950	950	153	GLNX-23192	\$550.00	036	10.31.95	
GLNX	23195	06.80	EXXON CHEMICAL AMERICAS	950	950	134	GLNX-23195	\$555.00	036	10.31.95	
GLNX	23199	05.80	EXXON CHEMICAL AMERICAS	950	950	153	GLNX-23199	\$550.00	036	10.31.95	
GLNX	23217	05.80	EXXON CHEMICAL AMERICAS	950	950	153	GLNX-23217	\$550.00	036	10.31.95	
GLNX	23219	05.80	EXXON CHEMICAL AMERICAS	950	950	134	GLNX-23219	\$555.00	036	10.31.95	
GLNX	23232	05.80	EXXON CHEMICAL AMERICAS	950	950	134	GLNX-23232	\$555.00	036	10.31.95	
GLNX	23238	05.80	EXXON CHEMICAL AMERICAS	950	950	134	GLNX-23238	\$555.00	036	10.31.95	
***						14		\$7,740.00			
***						14		\$7,740.00			
GLNX	23129	01.80	EXXON COMPANY	800	800	25	GLNX-23129	\$510.00	012	08.01.94	
GLNX	23236	05.80	EXXON COMPANY	800	800	25	GLNX-23236	\$510.00	012	08.01.94	
***						2		\$1,020.00			
***						2		\$1,020.00			
GLNX	23187	04.80	IOWA BEEF PROCESSORS	225	225	2	GLNX-23187	\$500.00	060	04.30.97	
GLNX	23207	01.80	IOWA BEEF PROCESSORS	225	225	2	GLNX-23207	\$500.00	060	04.30.97	
***						2		\$1,000.00			
***						2		\$1,000.00			
GLNX	406	11.79	LOUIS DREYFUS CORP.	565	565	1	GLNX-406	\$390.00	060	07.31.98	
GLNX	407	11.79	LOUIS DREYFUS CORP.	565	565	1	GLNX-407	\$390.00	060	07.31.98	
GLNX	408	11.79	LOUIS DREYFUS CORP.	565	565	1	GLNX-408	\$390.00	060	07.31.98	
GLNX	415	12.79	LOUIS DREYFUS CORP.	565	565	1	GLNX-415	\$390.00	060	07.31.98	
GLNX	417	12.79	LOUIS DREYFUS CORP.	565	565	1	GLNX-417	\$390.00	060	07.31.98	
GLNX	418	12.79	LOUIS DREYFUS CORP.	565	565	1	GLNX-418	\$390.00	060	07.31.98	
GLNX	419	12.79	LOUIS DREYFUS CORP.	565	565	1	GLNX-419	\$390.00	060	07.31.98	
***						7		\$2,730.00			
***						7		\$2,730.00			
GLNX	34117	01.80	MARKWEST HYDROCARBON PARTNERS	049	049	3	GLNX-34117	\$725.00	036	09.30.94	
GLNX	34131	12.79	MARKWEST HYDROCARBON PARTNERS	049	049	3	GLNX-34131	\$725.00	036	09.30.94	
GLNX	34133	01.80	MARKWEST HYDROCARBON PARTNERS	049	049	3	GLNX-34133	\$725.00	036	09.30.94	
GLNX	34151	02.80	MARKWEST HYDROCARBON PARTNERS	049	049	3	GLNX-34151	\$725.00	036	09.30.94	
GLNX	34154	01.80	MARKWEST HYDROCARBON PARTNERS	049	049	3	GLNX-34154	\$725.00	036	09.30.94	
***						5		\$3,625.00			

EXHIBIT B

CAR INIT NUMBER	CAR BUILT	DATE	LEAS S E E N A M E	LEASE NO	LEASE NO	RID NO	TOT AND NO	CAR INIT AND NO	MO RENTAL	LEAS TERM MOS.	EXPIR DATE	F R B
***				5			\$3,625.00					
GLNX 23102	12.79	PENNZOIL PRODUCTS	460	460	4	4	GLNX-23102	\$585.00	036	09.30.93		
GLNX 23103	01.80	PENNZOIL PRODUCTS	460	460	4	4	GLNX-23103	\$585.00	036	09.30.93		
GLNX 23105	01.80	PENNZOIL PRODUCTS	460	460	4	4	GLNX-23105	\$585.00	036	09.30.93		
GLNX 23107	12.79	PENNZOIL PRODUCTS	460	460	4	4	GLNX-23107	\$585.00	036	09.30.93		
GLNX 23112	02.80	PENNZOIL PRODUCTS	460	460	4	4	GLNX-23112	\$585.00	036	09.30.93		
GLNX 23113	02.80	PENNZOIL PRODUCTS	460	460	4	4	GLNX-23113	\$585.00	036	09.30.93		
GLNX 23114	12.79	PENNZOIL PRODUCTS	460	460	4	4	GLNX-23114	\$585.00	036	09.30.93		
GLNX 23135	12.79	PENNZOIL PRODUCTS	460	460	5	5	GLNX-23135	\$525.00	060	02.29.96		
GLNX 23138	01.80	PENNZOIL PRODUCTS	460	460	6	6	GLNX-23138	\$475.00	036	06.30.95		
GLNX 23210	01.80	PENNZOIL PRODUCTS	460	460	5	5	GLNX-23210	\$525.00	060	02.29.96		
GLNX 23239	05.80	PENNZOIL PRODUCTS	460	460	5	5	GLNX-23239	\$525.00	060	02.29.96		
***				11			\$6,145.00					
***				11			\$6,145.00					
GLNX 23104	02.80	PROCTER & GAMBLE DIST. CO.	075	075	20	1	GLNX-23104	\$550.00	036	12.31.93	1	
GLNX 23108	12.79	PROCTER & GAMBLE DIST. CO.	075	075	20	1	GLNX-23108	\$550.00	036	12.31.93	1	
GLNX 23109	12.79	PROCTER & GAMBLE DIST. CO.	075	075	20	1	GLNX-23109	\$550.00	036	12.31.93	1	
GLNX 23110	12.79	PROCTER & GAMBLE DIST. CO.	075	075	20	1	GLNX-23110	\$550.00	036	12.31.93	1	
GLNX 23111	02.80	PROCTER & GAMBLE DIST. CO.	075	075	20	1	GLNX-23111	\$550.00	036	12.31.93	1	
***				5			\$2,750.00					
***				5			\$2,750.00					
GLNX 23120	12.79	PROCTER & GAMBLE DIST. CO.	075	075	21	1	GLNX-23120	\$550.00	060	04.30.96		
GLNX 23136	12.79	PROCTER & GAMBLE DIST. CO.	075	075	21	1	GLNX-23136	\$550.00	060	04.30.96		
GLNX 23149	12.79	PROCTER & GAMBLE DIST. CO.	075	075	21	1	GLNX-23149	\$550.00	060	04.30.96		
***				3			\$1,650.00					
***				3			\$1,650.00					
GLNX 23197	05.80	PROCTER & GAMBLE DIST. CO.	075	075	20	1	GLNX-23197	\$550.00	036	12.31.93	1	
***				1			\$550.00					
***				1			\$550.00					

EXHIBIT B

CAR INIT	CAR NUMBER	DATE BUILT	LESSOR NAME	LEASE NO	LEASE NO	RID NO	TOT AND NO.	CAR INIT.	MO RENTAL	LEAS. TERM MOS	EXPIR. DATE	FIR RELE OPT
GLNX	23211	05.80	PROCTER & GAMBLE DIST. CO	075	075	21	✓	GLNX-23211	\$550.00	060	04.30.96	
GLNX	23215	05.80	PROCTER & GAMBLE DIST. CO	075	075	21	✓	GLNX-23215	\$550.00	060	04.30.96	
GLNX	23216	05.80	PROCTER & GAMBLE DIST. CO	075	075	21	✓	GLNX-23216	\$550.00	060	04.30.96	
						1						
						***	3		\$1,450.00			
						***	3		\$1,450.00			
GLNX	23221	05.80	PROCTER & GAMBLE DIST. CO	075	075	28	✓	GLNX-23221	\$510.00	036	05.31.96	
						A						
						***	1		\$510.00			
						***	1		\$510.00			
GLNX	23242	06.80	PROCTER & GAMBLE DIST. CO	075	075	21	✓	GLNX-23242	\$550.00	060	04.30.96	
						1						
						***	1		\$550.00			
						***	1		\$550.00			
GLNX	23245	06.80	PROCTER & GAMBLE DIST. CO	075	075	26	✓	GLNX-23245	\$510.00	036	05.31.96	
						A						
GLNX	23248	06.80	PROCTER & GAMBLE DIST. CO	075	075	28	✓	GLNX-23248	\$510.00	036	05.31.96	
						A						
						***	2		\$1,020.00			
						***	2		\$1,020.00			
GLNX	23125	12.79	PROCTER & GAMBLE MAN. CO	075	075	38	✓	GLNX-23125	\$510.00	036	07.31.96	
						***	1		\$510.00			
						***	1		\$510.00			
GLNX	34117	12.79	ROCKY MOUNTAIN TRANS.	031	031	22	✓	GLNX-34117	\$725.00	012	01.31.94	
GLNX	34128	12.79	ROCKY MOUNTAIN TRANS.	031	031	22	✓	GLNX-34128	\$725.00	012	01.31.94	
						***	2		\$1,450.00			
						***	2		\$1,450.00			
GLNX	34153	02.80	TEXAS PETROCHEMICALS CORP.	670	670	3	✓	GLNX-34153	\$650.00	036	09.30.93	
						***	1		\$650.00			
						***	1		\$650.00			